

Request for City Council Committee Action From the Department of Health & Family Support

Date: October 10, 2002

To: HEALTH & HUMAN SERVICES COMMITTEE

Subject: PRESENTATION ON A PROPOSED AMERICAN INDIAN

MEMORANDUM OF UNDERSTANDING WITH THE CITY

Recommendation

To receive a presentation on, and refer for follow-up, a request from the American Indian community for a Memorandum of Understanding that provides a framework for better resolving issues that impact the urban Indian community and the City of Minneapolis.

Previous Directives

None

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Approved by:

David S. Doth, Commissioner of Health & Family Support

Presenters in Committee: Tony Looking Elk

Justin Huenemann

David Doth, Commissioner of Health & Family Support

Financial Impact (Check those that apply)

X No financial impact - or - Action is within current department budget. (If checked, go directly to Background/Supporting Information)

Background/Supporting Information Attached

The Minneapolis Urban Indian Director's group (MUID group) has proposed a Memorandum of Understanding (MOU) that provides a framework for better resolving issues that impact the urban Indian community and the City of Minneapolis. The MOU will be presented to the Health & Human Services committee on October 17, 2002. Representatives from the MUID group will be presenting. The committee may chose to direct staff to undertake work on the proposed MOU to get it in a final form for further Council review and approval.

MEMORANDUM OF UNDERSTANDING:

BETWEEN THE METROPOLITAN URBAN INDIAN DIRECTORS ON BEHALF OF THE AMERICAN INDIAN COMMUNITY AND THE HONORABLE MAYOR R.T. RYBAK AND THE MINNEAPOLIS CITY COUNCIL.

Responsible for the advocacy, support and provision of services to American Indian individuals, families, organizations and collective community within the city of Minneapolis

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby entered into by the entities that have the responsibility to support and serve the American Indian community. The MOU is hereinafter referred to as the "American Indian Community" MOU.

A. PURPOSE

The American Indian Community MOU establishes a framework for strategic alliance between the Metropolitan Urban Indian Directors (MUID Group) See Attachment 1. and the Mayor and City Council of Minneapolis. This "American Indian Community" MOU was supported by motion at the <u>September 10</u>, <u>2002</u> Metropolitan Urban Indian Directors meeting. See Attachment 2. The American Indian Community MOU provides:

- A common community-government framework for city-wide coordination to resolve issues primary to the support, resource development and integration of American Indian community thoughts, values and culture into the planning, development and stewardship of the city of Minneapolis.
- A process for helping the City of Minneapolis create community indicators on the effectiveness of their overall efforts in the redevelopment of the American Indian community as a cultural, participatory and self-sufficient community.
- A basis for shared identification and integrated approach to opportunities between the American Indian community and city departments.

B. BACKGROUND

The MUID Group has been serving the American Indian community as a gathering of leadership to discuss and inform the community of organizational and community issues for the past two decades. The focus and necessary change of this group has been one of communal support to community advocacy. The current MUID Group roster comprise of over fifty different organizations, programs and partners to the American Indian community. The leadership within the MUID group has always prospered with strong relationships with individuals in government. From current work with Federal elected officials, to State Legislators and County Commissioners, we have invested well into creating strong individual relationships. However, what has been lacking is a movement to go beyond momentary support to a sustaining process of discussion, dialogue and responsible action created under the umbrella of a formal defined interaction.

The American Indian community has celebrated many successes from individuals, families, organizations and community. History and culture has provided tremendous examples of thoughts, actions and deeds that have served our community progress and place in this world. However, in today's integrated society, the lack of acceptance of our worldview and collective action has created tremendous disparities in statistics and societal factors that inhibit success, participation and opportunity necessary for community development and responsibility.

C. IMPLEMENTATION

In accordance with their respective established missions as well as statutory and program responsibilities. The participating parties recognize their respective and collective responsibilities for the provision of services to families and individuals. Also for support, and resource accessibility to organizations and general community advocacy for American Indians residing in the City of Minneapolis

We also understand the challenges facing the population necessitate that other institutions participate within an appropriate context to ensure the success and viability of the American Indian Community. This may include federal agencies, tribal governments, state and county units and other public and private interests. The parties to this MOU acknowledge that improved communication and coordination among their agencies on an ongoing basis is needed and will significantly aid the success of the American Indian population.

The ability of the MUID Group alone or the City of Minneapolis alone to increase the quality life of each American Indian residing in the City of Minneapolis does not currently exist. Effective implementation of the "American Indian Community" MOU ultimately depends upon having common definitions, parallel goals, dynamic leaders and reflection.

The parties to the MOU will work together to resolve community, organizational and local government issues that may include issues that are beyond the means or jurisdiction of any single body, avoid future inconsistencies and incompleteness in shared work and otherwise coordinate activities as appropriate to their missions and consistent with their statutory, organizational and cultural responsibilities. Resolution of these issues needs to be a collective effort that recognizes existing community needs for responsibility, participation and reciprocity. Furthermore, integrated efforts need to reflect measurement by community to better understand effectiveness and appropriateness.

Both parties will recognize this MOU through any and all community and city actions that have a direct impact on the respective parties. The communication of this joint effort will be promoted by both parties to any and all appropriate audiences.

D. COORDINATION

Mechanism - Ongoing coordination will take place through a working group comprised of MUID Group designated members and city staff. It will provide the forum for organizing, planning, and coordinating actions through an annual work planning process (as further described below).

Integration - The MUID Group and City of Minneapolis agree to work towards integrated goals and objectives derived through the above mentioned working group and any other existing

coordination efforts, as appropriate to their missions and consistent with their statutory, organizational and cultural responsibilities.

E. ACTIVITIES

Annual Work Plan - The assigned and accepted working group will develop an annual work plan to identify the tasks and information needed to implement the "American Indian Community" MOU and complete a "State of the Community" report. This workplan will be a document developed by a workgroup comprised of MUID members and city staff no later than 60 days after acceptance of the MOU by both the MUID group and City Council. To the extent practicable, the work plan should take into account coordination with and data collected by other organizations pertinent to the American Indian population. The workplan will also include a calendar of community meetings with City leadership and departments.

State of the Community Report - A reflective effort to better understand the efforts put forth under this agreement and presented to the community as well as the city. In coordinating the development of the report, the MUID Group and the City of Minneapolis will strive to collect and present pertinent data in a timely manner and on an ongoing basis. The State of the Community Report will serve as a benchmark for understanding effective and responsible patterns of efforts and outcomes. The completion of the report also is an important milestone and step toward further government collaboration and action beyond the life of this MOU.

Leadership - In the selection of representatives for the workgroup, the City and MUID group will bring forth individuals that best represent decision-making and collaborative action. This group will be brought forth as a position of prominence within both parties environment.

Evaluation – This section will be developed by the joint working group.

F. ROLE AND RESPONSIBILITY OF EACH PARTICIPATING AGENCY

The annual work plan created by the working group will delineate the role and responsibility of the city of Minneapolis and the Metropolitan Urban Indian Directors. Upon the selection of the workgroup, the completed workplan will be presented to the City of Minneapolis and the Metropolitan Urban Indian Directors no later than 60 days after acceptance of this MOU.

The workgroup will also develop a budget display covering current year activities contained in the annual work plan

The list of principal staff contacts for this MOU will be developed as Attachment 3. They are responsible for working within their respective agencies to ensure implementation of this MOU and also for ensuring appropriate partnerships with all interested parties, including greater community and government organizations having stated responsibility.

G. MUTUAL AGREEMENTS AND UNDERSTANDINGS

1. <u>LEGAL INTENT</u>. This MOU does not alter or amend any existing law or regulation, and it does not create or give any party any authority or right to try to enforce the document.

- 2. <u>NON-FUND OBLIGATING DOCUMENT</u>. This instrument is neither a fiscal nor funds obligating document. Any endeavor invoking reimbursement, contribution of funds, or transfer of anything of value between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority.
- 3. <u>MODIFICATION</u>. Changes within the scope of this instrument shall be made by a mutually executed modification.
- 4. <u>PARTICIPATION IN SIMILAR ACTIVITIES</u>. This instrument in no way restricts any agency from participating in similar activities with other public or private agencies, organizations, and individuals. In addition, partnerships or other relationships will be documented or authorized in appropriate documents.
- 5. <u>INITIATION AND TERMINATION</u>. Any party, in writing, may initiate or terminate its own participation in whole, or in part, at any time before the date of expiration.
- 7. PRINCIPAL CONTACTS. The list of principal program contacts for this MOU is attached.

THE PARTIES HERETO have executed this instrument.

(Signature lines)

(Addendums)